

## BHADRAVATI DIVISION.

## SALE OF TIMBER.

Notification dated 6th June 1931.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depot by the District Forest Officer, Bhadravati Division, or any other Gazetted Officer deputed by him for the purpose from 3 P.M., on the date noted below:—

| Sl. No. | Name of Depot           | Description of timber |             |              |             |             | Date Sale      | Remarks |
|---------|-------------------------|-----------------------|-------------|--------------|-------------|-------------|----------------|---------|
|         |                         | Nandi C.ft.           | Roupe C.ft. | Jahari C.ft. | Matti C.ft. | Humul C.ft. |                |         |
| 1       | Narasimharajapura Depot | 1,712                 | 26½         | 105          | 150         | 49          | 29th June 1931 |         |

## Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof, will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale, to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid immediately after the sale. Ordinarily no extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the date fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber; until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited, shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

#### SALE OF TIMBER.

*Notification dated 2nd June 1931.*

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depot of the Bhadravati Sub-Division by the District Forest Officer, or any other officer deputed by him for the purpose on the date noted against the Depot at 2 P.M.

| Sl. No. | Name of depot | Description of timber more or less | Date of sale.  | Place      | Remarks      |
|---------|---------------|------------------------------------|----------------|------------|--------------|
|         |               | Teak                               |                |            |              |
| 1       | Channagiri    | C.ft.<br>4,500                     | 23rd June 1931 | Channagiri | More or less |

#### Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the Officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding, at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and, of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay the full sale amount in cash including the earnest money deposit as per clause 1 *supra* to the officer conducting the sale and obtain in return from him a receipt vouching for the payment. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable, and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice shall be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid immediately after the sale is over.

8. If the amount is not fully paid for by the purchaser immediately after the sale is over, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser.

9. No timber shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale.

10. Timber purchased shall be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

*Abstract Notification, dated 30th May 1931.*

The attention of the public is invited to the Tarikere Timber Depot sale notification of this Division, published on pages 571—572 of the Part VI of the *Mysore Gazette*, dated 4th June 1931, fixed on 20th June 1931.

*Abstract Notification, dated 30th May 1931.*

The attention of the public is hereby drawn to page, 571, Part VI of the *Mysore Gazette*, dated 4th June 1931, published in detail notification of sale of sandalwood white chips in the Tarikere Sandal Koti.

H. V. RANGASWAMY IYENGAR,  
*District Forest Officer.*

KADUR FOREST DIVISION.

*Notification, dated 1st June 1931.*

It is hereby notified that the exclusive right of collection and removal of the Minor Forest Produce on all the Government unassessed lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations of the Chikmagalur Taluk for one year from 1st July 1931 to 30th June 1932, will be resold by public auction at the risk of the original purchaser Mr. D. Abdul Khadir Sab of Chikmagalur, who has failed to pay up the 2nd Khist due on 1st March 1931, though he was given an extension of time for one month.

Date of sale ... 22nd June 1931 Monday.

Place of sale ... Sandal Koti, Chikmagalur.

For other particulars, please see Notification No. D. 2-174—1922-23, dated 29th April 1930, published on pages 494 to 497, Part VI of the *Mysore Gazette*, dated 8th May 1930.

S. VENKATAVARADIENGAR,  
*District Forest Officer.*

CHITALDRUG DISTRICT.

*Resale Notification, dated 30th May 1931.*

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations from the date of confirmation of the resale to 30th June 1932, will be resold by public auction on the date and at the place specified below at the risk of the original lessee:—

| Name of Taluk | Place of sale                          | Date of sale   | Officer conducting the sale                                                                                 |
|---------------|----------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------|
| Holalkere     | District Forest Office,<br>Chitaldrug. | 26th June 1931 | Deputy Commissioner or any other<br>Officer deputed by him with the help<br>of the District Forest Officer. |

*Remarks.*—Excludes the produce of Inam, Jodi, Kayangutta, Sarvamanya, Kanda-yam and other lands which are in the occupancy of private individuals as well as Village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village Amarayi consists of the following kinds of produce found in the assessed waste, gomal, kharab lands, gavata and other lands set apart for communal purposes:—

(1) Hunse, (2) Mavu, (3) Seege, (4) Coconut, (5) Hippe, (6) Neflu, (7) Halsu, (8) Jali, (9) Honge seeds and leaves, and (10) Byala.

*N.B.*—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

|                          | Description of produce. |                          |
|--------------------------|-------------------------|--------------------------|
| Tamarind fruit           | Kan cardamom            | Chilldabija              |
| Seege kayi               | Marsani buds            | Chagachebija             |
| Gum                      | Halambaddi              | Guggala                  |
| Honey                    | Hulga seeds             | Nim seeds                |
| Bees-wax                 | Cinnamon seeds          | Cashewnut                |
| Kapilarang               | Vetehuli                | Pappalichakke            |
| Gerubija or marking nut  | Bende fibre             | Hippe seeds              |
| Wood apple               | Wild olive              | Mango fruits             |
| Lichens                  | Silk cotton             | Kalluhavu                |
| Maradipoppu or charpoppu | Kirichal (State Forest) | Makliberu (State Forest) |
| Horns                    | Pith                    | Sogalekeru do            |
| Hides                    | Linseed                 | Kakkekayi                |
| Tafikayi                 | Bolat bark              | Somechekke               |
| Kenchagache              | Pot stone               | Lebi fruit               |
| Gallnut                  | Rampatre or kanpatre    | Inglara                  |
| Antavaladakai            | Jungle saffron          | Nih seeds                |
| Guricharlue              | Patanga                 | Nux-vomica               |
| Wild castor seeds        | Bones                   | Honge leaves and seeds   |
| Kan pepper               | Maddi                   | Tupra leaves             |

2. The District Forest Officer or the Conservator of Forests reserves to himself the right to accept or reject the highest or any other bid without assigning any reason therefor.

3. The name of the accepted bidder will be put up on the notice board of the District Forest Officer, Chitaldrug, and this must be accepted as sufficient intimation of the fact.

4. Within three days of the acceptance of the sale the purchaser shall pay into the Government Treasury, full sale amount including the deposit already made together with the local, railway and other cesses on the entire lease amount at the rates prevailing in the District. In default the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government right but will have no claims to any surplus accruing therefrom. Such losses will be recoverable as an arrear of Land Revenue.

5. Within three days of the acceptance of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer in a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit, in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

*Note.*—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Amildar and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

6. In default to pay the full amount on due date, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time being. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

Further conditions to be entered in the agreement are:—

- The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.
- The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.
- The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.
- The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

- (e) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.
- (f) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.
- (g) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

*Note.*—(1) Forest Forms 84 and 85 shall be used.

- (h) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.
- (i) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1932, all the produce collected and stored under the terms of the lease.
- (j) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.
- (k) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, i.e., from the 15th February to end of April of each year.
- (l) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.
- (m) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.
- (n) No damage will be caused to the trees while collecting the Minor Forest Produce, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.
- (o) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

10. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forest, Shimoga, or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

#### *Abstract tender sale Notification.*

The attention of the public is invited to the detailed tender Notification, dated 22nd May 1931, published on pages 583, Part VI of the *Mysore Gazette*, dated 4th June 1931, regarding the tender sale of the sawn timber at Harihar Timber Depot on 20th June 1931.

B. MADHAVA RAO,  
District Forest Officer.

### ENGINEERING DEPARTMENT.

#### SPECIAL DIVISION.

#### *Abstract Notice, dated 30th May 1931.*

Attention of the public is invited to the notice calling for tenders for the supply of iron materials for the building for Silk Filature at Mysore published on page 573 Part VI of the *Mysore Gazette*, dated 4th June 1931.

The last date for receipt of tenders is 20th June 1931.

V. V. PATANKAR,  
Executive Engineer.